



BHARAT HEAVY ELECTRICALS LIMITED भारत हैवी इलेक्ट्रिकल्स लिमिटेड
(A GOVT. OF INDIA UNDERTAKING) (भारत सरकार का उपक्रम)
PROJECT ENGINEERING MANAGEMENT परियोजना अभियांत्रिकी प्रबंधन

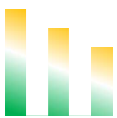
निविदा आमंत्रण सूचना
NOTICE INVITING TENDER (NIT)

Enquiry No- 77/26/6024/AMI

Date: 29-Apr-26

BHEL invites offers from reputed Suppliers as per following terms and conditions -

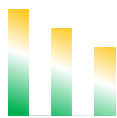
1. Tender Type	Open Tender (Domestic-Indian)		
2. Package	HYDROGEN GENERATION PLANT		
3. Project	3 x 800 MW PVUNL PATRATU TPP PHASE-I		
4. End Customer	PVUNL (Patratu Vidyut Utpadan Nigam Limited, a subsidiary of NTPC Ltd in Joint venture with Jharkhand Bijli Vitran Nigam Limited)		
5. Executing Agency	BHEL-PSWR		
6. Mode of Enquiry	E - PROCUREMENT		
7. Numbers of Part bid	2-Part bid (Techno-commercial and Price bid)		
8. Due Date & Time	For offer submission	11-May-26	12:00 PM
	For P-1 bid opening	11-May-26	04:00 PM
9. Earnest Money Deposit (EMD) (Refer S.no- 29 for details)	Applicable	EMD Amount (Rs)	6,00,000
10. Tender Cost	NIL		
11. Eligibility of Local Supplier as per MII (Refer S.no- 38 for details)	Nature of Package: Non - Divisible Only Class I Supplier (with local content 60% and above)		
12. Technical Scope	As per Technical specification No: PE-TS-434-168-A001 Rev-00		
13. Pre-bid Clarification	Last Date for Seeking Clarification	4-May-26	
	Suppliers to contact BHEL-PEM (over phone/ mail/ visit-BHEL-PEM) for any clarification (Technical or Commercial) at least 05 days before the due date of Tender opening & get it clarified well before the due date, so that offers by the Suppliers may be submitted within the due date & time. BHEL reserves the right not to respond to pre-bid clarifications received after last date of seeking clarification. Bidders to furnish the pre-bid queries in editable format also.		
14. Schedule of Pre-bid Discussion	Based on Bidder's Request, if required, Pre-Bid Meeting shall be arranged.		
15. Prequalification Requirements	Financial PQR- YES	Technical PQR- YES	
	This item/package /system falls under the list of items defined in para 3 of ministry of finance guideline dated 20.09.16 (Procurement of items related to Public safety, Health, Critical Security operations & Equipment's etc.) & hence criteria of prior experience/Turnover shall be same for all the Suppliers including Start-up/MSME.		
16. CIF Content	Not applicable.		





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17. Mode of Price Finalisation	<p>BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender.</p> <p>RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.</p> <p>In case of single qualified bid, price bid of single qualified bidder shall be opened.</p>
18. HSE Guidelines	<p>Applicable. Please refer the below link to download https://pem.bhel.com/Documents/GCC/HSE%20Plan%20Rev02.pdf</p>
19. Delivery Schedule	<p>Main Supply (along with commissioning spares): 06 months from the date of LOA. The submission schedule of Drawing/ documents shall be as per annexure -VII of Technical Specification (PE-TS-434-168-A001 Rev 00) and re-submission (if any) shall be done by vendor within 10 days of receipt of BHEL comments. BHEL shall approve/ comment the Drawing/ documents within 10 days of Drawing/ documents submission by the vendor.</p> <p>E&C: - Within 04 months from the date of availability of front. Site front availability will be reckoned as the date when site informs vendor for mobilization of manpower & resources.</p> <p>Mandatory Spares and tools & tackles (if any): Mandatory Spares and tools & tackles (if any) are to be delivered along with the last consignment of main supply with the contractual delivery period.</p>
20. Delivery terms	FOR Despatch Station for supply
21. Payment Terms	<p>Main Supply (along with commissioning spares): As per clause No 9.3.1 of GCC Rev 07.</p> <p>Mandatory Spares: As per clause No 9.1.1 of GCC Rev 07.</p> <p>E&C: As per clause no- 9.4 of GCC Rev 07.</p> <p>Note mentioned in clause no. 9.4.3 of GCTC of GCC Rev 07 shall not be applicable.</p>
22. Guarantee Period	Clause No.12 except 12.2 (a) of GCC Rev 07.
23. Responsibility of Guarantee of the complete system	<p>This tender is being done on risk & cost and some supply/ work has already been executed by M/s Airox Nigen Equipments Pvt Ltd.</p> <p>Bidder of Hydrogen Generation Plant (awarded LOAs/POs in current) shall be responsible for Guarantee of the complete package including supplies/ work executed by M/s Airox Nigen Equipments Pvt Ltd.</p>
24. Liquidated Damages (LD)	Clause No.16 of GCC Rev 07. Corrigendum-02 to GCC Rev-07 shall not be applicable.
25. Price Basis	Prices are Firm. PVC not applicable
26. Variation of contract value	+/-10%
27. Integrity Pact Applicability - Yes	<p>In line with cl. No. 12 of (ITB) GCC Rev-07, following Independent External Monitors (IEMs) have been appointed by BHEL.</p> <p>a) Dr. Sarat Kumar Acharya, Ex-CMD, NLC (iem1@bhel.in)</p> <p>b) Shri R. Mukundan, IRPS (Retd.) (iem2@bhel.in)</p> <p>c) Shri Madan Lal Meena, IAS (Retd.) (iem3@bhel.in)</p> <p>Further refer annexure 2 of Integrity pact in enclosed forms & formats.</p>





28. Tender Evaluation

Evaluation will be done on overall L1 (Total Cost to BHEL excluding GST) basis with necessary loading as applicable.

The evaluation currency for this tender shall be INR.

In RA, the loading (technical/commercial), if any, shall be added by bidder while submitting the bid in reverse auction portal. Ordering shall be done after de-loading the commercial/ technical loading from bidder's final price.

In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder (s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding.

29. Earnest Money Deposit (EMD): EMD is to be submitted by all the bidders along with their bids (except Micro and Small Enterprises (MSEs) or Start-ups as recognized by Department for Promotion of Industry & Internal Trade (DPIIT).

Modes of deposit

The EMD shall be accepted only in the following forms:

- i) Electronic Fund Transfer credited in BHEL account (before tender opening): <https://pem.bhel.com/Documents/SupplierSection/BHELBANKER.pdf>
- ii) Banker's cheque/ Pay order/ Demand draft, in favor of BHEL-PEM, Noida (along with the offer).
- iii) Fixed Deposit Receipt (FDR)
- iv) Bank Guarantee from any of the Scheduled Banks (refer EMD Annexure of NIT)
- v) Insurance Surety Bonds.

Scanned copy of EMD shall be uploaded by Supplier in the online bid and hard copy of the same (excluding EFT at s.no (i) shall have to be submitted to the bidder within 7 (Seven) working days of bid opening, failing which the bid shall be rejected by giving a suitable cut-off date.

Validity period of EMD: The EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

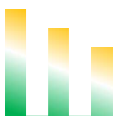
EMD shall not carry any interest.

Forfeiture of EMD: -

- I. A bidder's EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.
- II. EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors (abridged version of guidelines is available on www.bhel.com)" and forfeited/ released based on the action as determined under these guidelines.

Return of EMD: -

- I. Bid securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity period and latest by the 30th day after the award of the contract. However, Bid securities of unsuccessful bidders during first stage i.e. technical-commercial evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical-commercial evaluation.





II. Bid security shall be refunded to the successful bidder on conclusion of the order/ receipt of a performance security.

30. Performance Security: Successful bidder is required to submit Performance Security to BHEL-PSWR as below within 14 days from the date of LOA:

- i. 10% of the contract value (total Ex-works price). Performance Security will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Project Group/Purchaser.

Validity of PS: As per clause no-11.3 of GCC Rev 07, Validity mentioned in Clause No.11.3 of GCC Rev 07 shall be applicable for all allowed instruments of performance security.

Modes of deposit: Performance security may be furnished in the following forms:

- a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- b) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- c) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).
- e) Insurance Surety Bond.

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

Performance Security should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

Notes/Remarks

- a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.
- b) Performance security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.

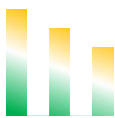
The Performance Security shall not carry any interest.

31. Breach of contract, Remedies and Termination - Clause no. 27.0 of GCC Rev 07 is not applicable. However, in case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments:

- i. Encashment of security instruments like EMD, Security Deposit with BHEL -PSWR against the said contract.
- ii. balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the contractor, retention amount etc with BHEL - PSWR.
- iii. balance amount from security instruments like EMD, Security Deposit and other financial remedies i.e. available bills of the contractor, retention amount etc. with other units of BHEL.
- (iv) If recovery is not possible then legal remedies shall be pursued

The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of Liquidated Damages, Debarment, Termination, De-scoping, Short-closure, etc., shall be applied as per provisions of the contract

32. Construction Power: BHEL will provide the single point power source to all working agencies from where they have to extend it up to their work areas. Agency has to also make the Suitable metering arrangement along with associated Instrument transformers and Metering Cubicles for the measurement of actual energy





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consumed by him. The charges only for the actual energy consumed shall be recovered from the agency based on prevalent rates. Agency has to arrange also the capacitor banks (if required).

Construction Water: Construction water will be made available at one point on chargeable basis and agency has to extend the water supply up-to their working areas.

Storage Space: Storage space shall be made available to the agencies free of cost on the basis of space availability from customer end.

33. This enquiry is being floated on the risk & cost of M/s Airox Nigen Equipments Pvt Ltd.
M/s Airox Nigen Equipments Pvt Ltd. shall not be eligible to participate in the tender.

34. GST shall be payable extra at actual.

35. Purchase preference would be applicable to MSE bidders as per GOI circular (No. F.1/4/2021- PPD dtd. 18.05.2023) and any other subsequent circulars / clarifications.
All the bidders are required to declare their ownership status (SC/ ST or Women-owned or others) along with their MSE category in format enclosed with NIT. This declaration, along with the Udyam Certificate, shall be mandatory for bidders to avail benefits under the Public Procurement Policy.

36. GeM Seller ID shall be mandatory before placement of order/award of contract to the successful bidder.

37. Bidder to quote non-zero freight charges in percentage (%) of their quoted Total Ex-Works prices of supply.

38. **Make in India:** For this procurement, the local content to categorize a supplier as Class I local supplier/ Class II local supplier/ Non-Local supplier and purchase preference to Class I local supplier shall be as defined in Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024 issued by DPIT. In case of subsequent order issued by nodal ministry changing the definition of local content for item in NIT, the same shall be applicable even if issued after issue of this NIT but before opening of part-II bids against this NIT. Bidders shall comply with all provisions of the Public Procurement (Preference to Make India), Order 2017 Rev dated 19.07.2024.

The margin of purchase preference shall be as per above mentioned order dtd. 19.07.2024. For this tender, offer from **only Class-I Local Suppliers** shall be considered.

Bidders are required to provide the following along with the part-1 bid:

- Provide a certificate (as per format available in NIT) giving the percentage of local content.
- Provide the details of the location(s) at which the local value addition shall be made.

39. **Insurance Deductibles/Excess:** shall be as enclosed insurance policy document.

40. Supplier to note that this is an Open Tender enquiry & consideration of their offer for price bid shall be subjected to the following conditions:

- Qualifying Technical & Financial Pre-Qualification Requirement (attached).
- Techno-Commercial acceptance of offer by BHEL-PEM.
- Approval of bidder by End Customer: - Same shall be taken up with end customer based on the latest credentials/reference list furnished by bidder. Accordingly, bidders are requested to submit credential as per the format enclosed herewith along with their technical bid

It is suggested that suppliers participating in the tender get themselves registered with BHEL-PEM as a "Regular Supplier". Regular Suppliers for the package are informed about the floated tender enquiries by BHEL-PEM. Suppliers to apply online through registration portal available at www.pem.bhel.com - Supplier Zone- Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration can be uploaded & submitted online through the website.

41. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) & BHEL-PEM website (www.pem.bhel.com) and GePNIC portal. Suppliers should regularly visit websites to keep themselves updated.



42. Grievance Redressal Mechanism: To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company:

Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

- *First Level: Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.*
- *Second Level: If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix.*

43. Verification of PQR documents: Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e-mail Id etc. In case the same is not available, then purchaser has right to reject such document(s) from evaluation

44. All Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dtd 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components

45. Self-declarations/ Auditor's/ Accountant's Certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07-2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee.

46. If Supplier mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the Supplier. If such item is required to be supplied for system completion in future, same will be supplied free of cost.

47. All bidders to declare that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

48. At Sl.no. 17 of ITB of GCC Rev.07, "Base rate of SBI on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 6%" may be read as "Repo Rate on the date of bid opening, (Techno-commercial bid, in case of 2-part bids) + 4%"

49. **Conflict of interest:** All bidders are required to submit the declaration regarding conflict of interest in the format enclosed with the NIT signed by the authorized signatory of the bidder

50. Conciliation & Arbitration shall be as per **Annexure-I** to NIT.

51. Terms & Conditions: - Other Terms & Conditions shall be as per enclosed **Special Conditions of Contract (SCC) of the project, General Conditions of Contract (GCC)-Rev-07 along with its corrigendum-01** which is available on www.pem.bhel.com and other Terms and Conditions included in this Enquiry Letter.

52. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become a part of the Order/Contract after its finalisation.

53. Suppliers to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Suppliers shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal <https://eprocurebhel.co.in/nicgep/app>.

Following documents need to be uploaded:

- **Offer forwarding/ covering letter with Un-price bid, Deviation Sheet (Cost of Withdrawal)**
- **Documents required for meeting Technical & Financial PQRs**





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- Integrity Pact
- Local Content Certificate in line with Make in India circular
- Land Border Certificate
- Mandatory declaration by MSE bidders
- Mandatory declaration by bidders regarding conflict of interest
- Price Bid on e-procurement portal - <https://eprocurebhel.co.in/nicgep/app>

54. It shall be the responsibility of the Supplier to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.

55. All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

Amit Kumar /Manager-BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
BHEL Sadan,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-mail: amitkum@bhel.in
Contact No.: 9910906336, 0120-2218523

Upendra Chaudhary/DGM – BOP
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
BHEL Sadan
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-mail: upendrachaudhary@bhel.in
Contact No.: 8800355885, 0120-2218557

Note - In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date

Thanking You.

For and on behalf of BHEL

Amit Kumar
Manager/ BOP/ PEM Noida

Enclosures: -

1. SCC of the Project
2. Technical PQR
3. Financial PQR
4. Technical Specifications
5. Price format
6. Insurance policy
7. Annexure-I for Conciliation & Arbitration
8. Abridged version of applicable RA guidelines
9. Standard formats for BOP tenders

Annexure- I to NIT

CONCILIATION

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com).

Note: Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.

ARBITRATION

- i. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to Arbitral Institution i.e. "**India International Arbitration Centre (IIAC) Delhi**" for PSNR & PSER / "**Mumbai Centre for International Arbitration (MCIA), Mumbai**" for PSWR / "**Nani Palkhivala Arbitration Centre (NPAC) Chennai**" for PSSR and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.
- ii. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the **Head of the Region, Power Sector/ Unit, BHEL, executing the Contract** and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.
- iii. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd. Judge having considerable experience in commercial matters to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- iv. The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.
- v. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.

Annexure- I to NIT

- vi. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR.
- vii. Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.
- viii. The Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.
- ix. In case the disputed amount (Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.
- x. In case, multiple arbitrations are invoked (whether sub-judice or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of above clause. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

दि ओरिएण्टल इंश्योरेंस कम्पनी लिमिटेड
(भारत सरकार का उपक्रम)
मण्डलीय कार्यालय संख्या-16, (कोड : 212800)
बॉम्बे लाईफ बिल्डिंग
एन-34, कनॉट सर्कस, नई दिल्ली - 110001
फोन : +91-11-23351478-79 फैक्स : +91-11-23357325
वेबसाइट : www.orientalinsurance.org.in
सी.आई.एन नं. : U66010DL1947GOI007158



THE ORIENTAL INSURANCE COMPANY LIMITED
(A Govt. Of India Undertaking)
Divisional Office No. 16, (Code: 212800)
Bombay Life Building,
N-34, Connaught Circus, New Delhi - 110 001
Tele : +91-11-23351478-79 Fax : +91-11-23357325
Website : www.orientalinsurance.org.in
CIN No. : U66010DL1947GOI007158

OIC GST NO. 07AAACT0627R1Z1

Date : 05.05.2025

M/S Bharat Heavy Electricals Limited
Power Sector Western Region (PSWR)
Shree Mohini Complex, 345, Kingsway,
Nagpur-440001

Ref.: BHEL/CPIM/PATRATU/EXTN-02
BHEL GSTIN-27AAACB4146P1ZF

**Premium Bill for 2nd Extension for Marine-cum-Storage-cum-Erection Insurance for
3x800 MW PUVNL Patratu STPP, Phase-I(EPC) Jharkhand Project**

Policy Nos.	EAR Policy No.-212800/44/2019/8 Marine Policy NO-212800/21/2019/14	
Extension Period	12 Months i.e. From 05.05.2025 to 04.05.2026	
Risk Particulars	Marine-cum-storage-cum-Erection Insurance for Patratu Jharkhand Project 3x800 MW PUVNL Patratu STPP, Phase-I(EPC)	
Site Location	Patratu Vidyut Utpadan Nigam Ltd., P.O. PTPS, Patratu Distt. Ramgarh, State Jharkhand-829119	
Sum Insured	SCE- Rs. 13023.58 Crores Marine-Rs. 1090 Crores (Balance Supply for Extension)	
90% Extension Premium	Rs. 17,58,18,330/- without GST (90% Share)	
Conditions	<ul style="list-style-type: none"> As Per CPIM Tender, Acceptance of Deviation letter dated 21.03.2017 Communicable Disease Exclusion Clause No further deterioration of loss experience till the receipt of premium No liability from dt. 05.05.2025 till receipt of premium & NKORL for the GAP period Charging premium for 90% share only, for Balance share the premium will be quoted once we receive the Reinsurer's approval. <p>SCE/EAR Deductibles :- Major Items: (Boiler, Turbine and Generator) Normal : 5% of claim amount subject to minimum of Rs.3,00,00,000 Testing Period : 5% of claim amount subject to minimum of Rs.6,00,00,000 Fire/Explosion : 20% of claim amount subject to minimum of testing period, AOG : 10% of claim amount subject to minimum of Rs.6,00,00,000 Theft/Burglary : 10% of the claim amount subject to minimum of INR 1,00,00,000/- Other Items : Normal : 5% of claim amount subject to minimum of Rs.50,00,000 Testing period - 5% of claim amount subject to minimum of Rs.1,25,00,000 Fire/Explosion - 20% of claim amount subject to minimum of testing period excess, AOG : 10% of claim amount subject to minimum of Rs.1,25,00,000 Theft/Burglary : 10% of the claim amount subject to minimum of INR 1,00,00,000/-</p>	
90% Share Premium Details	Premium :	17,58,18,330
	IGST @ 18% :	3,16,47,299
	GRAND TOTAL :	20,74,65,629
	(Rupees Twenty Crore Seventy Four Lakhs Sixty Five Thousand Six Hundred and Twenty Nine Only)	



दि ओरिएण्टल इश्योरेंस कम्पनी लिमिटेड
(भारत सरकार का उपक्रम)
मण्डलीय कार्यालय संख्या-16, (कोड : 212800)
बॉम्बे लाईफ बिल्डिंग
एन-34, कनाउट सर्कस, नई दिल्ली - 110001
फोन : +91-11-23351478-79 फैक्स : +91-11-23357325
वेबसाइट : www.orientalinsurance.org.in
सी.आई.एन न. : U66010DL1947GOI007158



THE ORIENTAL INSURANCE COMPANY LIMITED
(A Govt. Of India Undertaking)
Divisional Office No. 16, (Code: 212800)
Bombay Life Building,
N-34, Connaught Circus, New Delhi - 110 001
Tele : +91-11-23351478-79 Fax : +91-11-23357325
Website : www.orientalinsurance.org.in
CIN No. : U66010DL1947GOI007158

Ref.: BHEL/CPIM/PATRATU/EXTN-02

BANK DETAILS FOR PAYMENT

Beneficiary Name	THE ORIENTAL INSURANCE COMPANY LIMITED
Bank Name & Branch	HSBC LTD BARAKHAMBHA RD
Account Type	CURRENT
MICR Code	000039000
IFSC Code	HSBC0110002
Beneficiary Account No.	OICLNRO1212800
E-mail ID	mukesh.goel@orientalinsurance.co.in

Ash
/ CHIEF BUSINESS MANAGER



**ERECTION ALL RISK POLICY
ENDORSEMENT SCHEDULE FOR EXTENSION OF POLICY PERIOD**

**POLICY NO. 212800/44/2019/8
ENDORSEMENT NO. 212800/44/2019/8-020**

S.No.	Particulars	Details															
1	Name & Address of the Insured	PRINCIPAL BENEFICIARY M/S PATRATU VIDYUT UTPADAN NIGAM LTD. EXECUTING AGENCY M/S. BHARAT HEAVY ELECTRICALS LIMITED POWER SECTOR WESTERN REGION SHREE MOHINI COMPLEX, 345 KINGSWAY NAGPUR-440001 & THEIR SUBCONTRACTORS/VENDORS/BHEL UNITS															
2	Period of Insurance (56 months)	05.09.2018 TO 04.05.2023 (Including Three Months Testing Period)															
3	Nature of Project	3x800 MW PVUNL PATRATU STPP, PHASE 1 (EPC)															
4	Site of Erection	PATRATU VIDYUT UTPADAN NIGAM LTD., PO PTPS, PARTRATU, DISTT. RAMGARH, STATE : JHARKHAND, 829 119															
5	Sum Insured	Rs. 13023.58 CRORES															
6	Type of Endorsement	1st Extension of Policy Period															
7	Extension Period	24 Months i.e. From 05.05.2023 To 04.05.2025															
8	Total Extension Premium	Rs. 20,83,77,280/- plus GST@18% (in 4 Instalments)															
9	1st Instalment Premium collection details	UTR No. SBINR12023061555292306 dated 15.06.2023 Our Collection No. 51-64/2014000068 dated 19.06.2023 Rs. 9,83,54,076/- (Rs. 8,33,50,912/- + 1,50,03,164/- (GST))															
10	Instalment Premium detail	Premium 83350912 IGST @ 18% 15003164 TOTAL : 98354076 (Rupees Nine Crore Eighty Three Lakh Fifty Four Thousand and Seventy Six only)															
11	Instalment Schedule	<table border="1"> <thead> <tr> <th>Instalment No.</th> <th>Due on</th> <th>Premium without GST</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>15th June 2023</td> <td>8,33,50,912</td> </tr> <tr> <td>2</td> <td>04th August 2023</td> <td>4,16,75,456</td> </tr> <tr> <td>3</td> <td>04th November 2023</td> <td>4,16,75,456</td> </tr> <tr> <td>4</td> <td>04th February 2024</td> <td>4,16,75,456</td> </tr> </tbody> </table>	Instalment No.	Due on	Premium without GST	1	15 th June 2023	8,33,50,912	2	04 th August 2023	4,16,75,456	3	04 th November 2023	4,16,75,456	4	04 th February 2024	4,16,75,456
Instalment No.	Due on	Premium without GST															
1	15 th June 2023	8,33,50,912															
2	04 th August 2023	4,16,75,456															
3	04 th November 2023	4,16,75,456															
4	04 th February 2024	4,16,75,456															
12	Remarks	1st Extension is subject to the following conditions : 1. Premium was due on 05.05.2023 Premium received on 15.06.2023 GAP Period : From 05.05.2023 to 15.06.2023 Hence, Company is not liable for any Known, Not Known, Reported or Not Reported losses for the said GAP Period. 2. NKORL for GAP Period received from BHEL vide their email dated 16.06.2023 3. Communicable Disease Exclusion Clause 4. Review every 6 months 5. No deterioration of loss experience from 05.05.2023 till the receipt of premium i.e. 15.06.2023															





	Remarks	<p>6. Revised SCE/EAR Deductibles/ Excess are as under :</p> <p>i) MAJOR ITEMS (Boiler , Turbine and Generator): Normal : 5% of claim amount subject to minimum of Rs.3,00,00,000 Testing Period : 5% of claim amount subject to minimum of Rs.6,00,00,000 Fire/Explosion : 20% of claim amount subject to minimum of testing period, AOG : 10% of claim amount subject to minimum of Rs.6,00,00,000</p> <p>ii) OTHER ITEMS: Normal : 5% of claim amount subject to minimum of Rs.50,00,000 Testing period - 5% of claim amount subject to minimum of Rs.1,25,00,000 Fire/Explosion - 20% of claim amount subject to minimum of testing period excess, AOG : 10% of claim amount subject to minimum of Rs.1,25,00,000</p>
13	Other Details	All other details, terms & conditions as per original Policy No. 212800/44/2019/8 will remain unchanged.

For THE ORIENTAL INSURANCE COMPANY LIMITED



AUTHORISED SIGNATORY

PLACE : NEW DELHI
DATE : 19.06.2023

दि ओरिएण्टल इन्शुरेंस कम्पनी लिमिटेड
(भारत सरकार का एक उपक्रम)
मण्डलीय कार्यालय संख्या-16, (कोड : 212800)
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वेबसाइट : www.orientalinsurance.org.in
सीआईएन : यू66010डीएल1947जीओआई007158



THE ORIENTAL INSURANCE COMPANY LIMITED
(A Govt. Of India Undertaking)
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Tel : +91-11-23351478-79, Fax : 23357325
Website : www.orientalinsurance.org.in
CIN : U66010DL1947GOI007158

Date : 09/12/2021

Shri Neeraj Kumar
Sr. DGM (Finance) Corporate Insurance Cell
Bharat Heavy Electricals Limited
Corporate Office
Siri Fort, New Delhi

Dear Sir,

**Risk held covered letter for Enhanced Sum Insured in Marine-cum-Storage-cum-Erection Insurance for
BHEL PATRATU (JHARKHAND) PROJECT - 3x800 MW PUVNL PATRATU STPP, PHASE-I (EPC)
Marine Policy : 212800/21/2019/14 ; SCE Policy : 212800/44/2019/8**

We acknowledge receipt of premium amounting Rs. 66,139/- (including GST @ 18%) on 17.11.2021 towards enhancement of Sum insured as detailed below :

Original Sum Insured (in Crores)		Enhancement of Sum Insured (in Crores)		Revised Sum Insured (in Crores)	
Marine	SCE	Marine	SCE	Marine	SCE
10667.19	13020.61	1.79	2.97	10668.98	13023.58

We hereby confirm that, we are on risk for enhanced sum insured in Marine-cum-Storage-cum-Erection Insurance Policy for **BHEL PATRATU (JHARKHAND) PROJECT - 3x800 MW PUVNL PATRATU STPP, PHASE-I (EPC)** w.e.f. 14th October, 2021 to 04th May, 2023.

The policy endorsement will be issued in due course of time.

Thanking you and assuring you of our best services at all times.

Yours faithfully,


(Kanchan Thakur)
Regional Manager I/C

THE ORIENTAL INSURANCE COMPANY LIMITED
DIVISIONAL OFFICE NO.16
BOMBAY LIFE BUILDING
N-34, CONNAUGHT CIRCUS
NEW DELHI - 110001



M/S. BHARAT HEAVY ELECTRICALS LIMITED
PRINCIPAL BENEFICIARY : M/S. PATRATU UTPADAN NIGAM LTD.
PROJECT NAME : 3X 800 MW PVUNL PATRATU STPP
PHASE-I(EPC) JHARKHAND

SCE POLICY NO. 212800/44/2019/8

MARINE POLICY NO. 212800/21/2019/14

POLICY PERIOD : 56 MONTHS (INCLUDING 3 MONTH TESTING PERIOD)
FROM : 05.09.2018 TO 04.05.2023

POLICY ISSUING OFFICE :

DIVISIONAL OFFICE 16,
N-34, CONNAUGHT CIRCUS,
NEW DELHI - 110001





MARINE INSURANCE POLICY SCHEDULE

POLICY NO. 212800/21/2019/14

ISSUED AT NEW DELHI

DATE : 31.10.2018

SL. NO.	PARTICULARS
1	<p>(i) NAME AND ADDRESS OF THE PRINCIPAL BENEFICIARY PATRATU VIDYUT UTPADAN NIGAM LTD. (A SUBSIDIARY OF NTPC IN JOINT VENTURE WITH JHARKHAND BIJLI VITRAN NIGAM LIMITED - JBVNL) NTPC BHAWAN, SCOPE COMPLEX, 7 INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI 110 003.</p> <p>(ii) NAME AND ADDRESS OF THE INSURED : M/S BHARAT HEAVY ELECTRICALS LIMITED THROUGH ITS REGION BHEL - PSWR - SHREE MOHINI COMPLEX, 345, KINGSWAY, NAGPUR, MAHARASHTRA, & SUB-CONTRACTORS/ VENDORS/ COLLABORATORS/ UNITS OF BHEL</p>
2	<p>PERIOD OF INSURANCE : 56 MONTHS FROM: 05.09.2018 to 04.05.2023</p>
3	<p>NATURE OF THE PROJECT: 3x800 MW PVUNL PATRATU STPP, PHASE 1 (EPC)</p>
4	<p>SITE OF ERECTION: PATRATU VIDYUT UTPADAN NIGAM LTD., PO PTPS, PARTRATU, DISTT. RAMGARH, STATE JHARKHAND, 829 119</p>
5	<p>SCOPE OF COVER: ALL MARINE/TRANSIT RISKS INCLUDING RISKS DURING LOADING/UNLOADING ARE COVERED UNDER THE POLICY</p>
6	<p>PREMIUM : Rs. 26,13,462/- (WITHOUT GST)</p>
7	<p>SUM INSURED : 10667.19 CRORES</p>
8	<p>JOURNEY : FROM ANYWHERE TO INDIA/ ABROAD TO PROJECT SITE AT 3x800 MW PVUNL PATRATU STPP, PHASE 1 (EPC) AND/OR BACK</p>
9	<p>MODE OF TRANSPORT: ALL POSSIBLE MODES OF TRANSPORT LIKE RAIL, ROAD, AIR, SEA, SHIP, BAOT, BARGE, PARCEL, COURIER ETC.</p>
10	<p>CONDITIONS & CLAUSES</p> <p><u>In respect of goods moving by Sea, Road or Rail</u> Institute Cargo Clauses (A) 1/1/09 Institute Classification Clause 1/8/97 Institute War Clause (Cargo) 1/1/09 Institute Strikes Clauses (Cargo) 1/1/09</p> <p><u>In respect of goods moving by Air</u> Institute Cargo Clause (Air) 1/1/09 Institute War Clauses (Air Cargo) 1/09 Institute Strikes Clauses (Air Cargo) 1/1/09</p> <p><u>For all Goods</u> Institute Replacement Clause 1/1/34 Institute Radioactive Contamination Exclusion Clause 1/10/90 Cargo Termination of Transit Clause (Terrorism) 2002 Inland Transit Rail/Road A-All Risk S.R.C.C. (Inland) Special Replacement Clause (Air Duty) Deferred Unpacking clause Concealed damage clause Waiver of Subrogation against all Insured parties, except transporters 50: 50 clause RSMD Additional Custom Duty</p>





11	COMMODITY DESCRIPTION: ALL GOODS, PLANT & MACHINERY, EQUIPMENTS, TOOLS, INSTRUMENTS AND OTHER MATERIAL, INCL. MANDATORY SPARES REQUIRED FOR PROJECT CONSTRUCTION OF A3x800 MW PVUNL PATRATU STPP, PHASE 1 (EPC) including items brought in and sent back for repair/ rectification/ testing by any mode from anywhere in India/abroad, Port of unloading, BHEL manufacturing Units to BHEL Site on Warehouse to Warehouse basis
12	SINGLE CONSIGNMENT LIMIT: Rs.100 CRORES (Wherever, the value of Single Consignment Value is more than Rs.100 Crores, the information in this respect will be provided separately)
13	BASIS OF SUM INSURED – THE COMPLETE VALUE OF PLANT AND EQUIPMENT IMMEDIATELY BEFORE ARRIVAL AT SITE AND TYPE TEST CHARGES INCLUDING ALL SPARES INCLUSIVE OF TAXES AND DUTIES PLUS PACKING & FORWARDING/HANDLING EXPENSES PLUS FREIGHT AND ESCALATION ETC. FOR MOVEMENT OF ITEMS SENT FOR RECEIVED BACK AFTER REPAIRS / REPLACEMENT / TESTING / RETURN TO THE SUPPLIER ETC. - SUM INSURED EQUAL TO VALUE OF THE EQUIPMENT INCLUDING COST OF PACKING, FORWARDING AND OTHER INCIDENTALS.
14	BASIS OF VALUATION: - Indigenous equipment: Ex-works cost plus taxes and duties plus all actual expenses till it reaches the site. Imported items: Invoice price plus all actual expenses up to port of landing in India plus Duties and Taxes plus all expenses incurred within the country plus either 5% or actual transportation cost, whichever is higher.
15	POLICY EXCESS 1 Rs. 20,000/- (for Consignments upto Rs.100 crores) 2 0.25% of Consignment value subject to minimum of Rs. 20,000/- (for Consignments above Rs.100 crores)
16	STORAGE DURATION UNDER THE POLICY: 180 DAYS
17	CLAIMS PAYABLE AT- THE ORIENTAL INSURANCE COMPANY LIMITED D.O. 16, N-34, BOMBAY LIFE BLDG, CONNAUGHT PLACE, NEW DELHI 110 001
18	CLAIMS SETTLING OFFICE- THE ORIENTAL INSURANCE COMPANY LIMITED D.O. 16, N-34, BOMBAY LIFE BLDG, CONNAUGHT PLACE, NEW DELHI 110 001 EMAIL IDS: 1. CMKOTNALA@ORIENTALINSURANCE.CO.IN 2. MANJU GAUHAR@ORIENTALINSURANCE.CO.IN 3. AJIT_SINGH@ORIENTALINSURANCE.CO.IN
19	POLICY ISSUING OFFICE- THE ORIENTAL INSURANCE COMPANY LIMITED D.O. 16, N-34, BOMBAY LIFE BLDG, CONNAUGHT PLACE, NEW DELHI 110 001

*The respective Endorsements/wordings are attached to and form part of the Policy
The following form part of this Policy of insurance

- 1 CPIM POLICY (TERMS AND CONDITIONS)
- 2 TERMS AND CONDITIONS OF TENDER NO. BHEL:CO:FIN:INS:CPIM:THERMAL:2017 DATED 10.02.2017 WILL PREVAIL UPON IN CASE OF CONFLICT IN TERMS AND CONDITIONS
- 3 BHEL's Deviation letter ref. No.AA:FIN:INS:CPIM:2017 Dated 21.03.2017

Place:

Dated:

For The Oriental Insurance Company Limited

AUTHORISED SIGNATORY





SCE POLICY SCHEDULE

POLICY NO. 212800/44/2019/8 ISSUED AT NEW DELHI DATE 31.10.2018

SL. NO.	PARTICULARS																																										
1	<p>(i) NAME AND ADDRESS OF THE PRINCIPAL BENEFICIARY PATRATU VIDYUT UTPADAN NIGAM LTD. (A SUBSIDIARY OF NTPC IN JOINT VENTURE WITH JHARKHAND BIJLI VITRAN NIGAM LIMITED - JBVNL) NTPC BHAWAN, SCOPE COMPLEX, 7 INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI 110 003</p> <p>(ii) NAME AND ADDRESS OF THE INSURED: M/S BHARAT HEAVY ELECTRICALS LIMITED THROUGH ITS REGION BHEL - PSWR - SHREE MOHINI COMPLEX, 345, KINGSWAY, NAGPUR, MAHARASHTRA, & SUB-CONTRACTORS/ VENDORS/ COLLABORATORS/ UNITS OF BHEL</p>																																										
2	PERIOD OF INSURANCE : 56 MONTHS INCLUDING 3 MONTHS TESTING FROM: 05.09.2018 to 04.05.2023																																										
3	NATURE OF THE PROJECT: 3x800 MW PVUNL PATRATU STPP PHASE 1 (EPC)																																										
4	SITE OF ERECTION: PATRATU VIDYUT UTPADAN NIGAM LTD., PO PTPS, PATRATU, DISTT. RAMGARH, STATE : JHARKHAND, 829 119																																										
5	SCOPE OF COVER: DESIGN, ENGINEERING, PROCUREMENT, MANUFACTURING, FABRICATION, SHOP INSPECTION AND TESTING, PACKAGING, FORWARDING, TRANSPORTATION TO THE SITE, LOADING/UNLOADING, STORAGE, COMPREHENSIVE MCE INSURANCE, ERECTION, TESTING, COMMISSIONING, TRAIL RUN INCLUDING PG TEST AND ALL ASSOCIATED CIVIL AND STRUCTURAL WORKS ON EPC BASIS FOR PVUNL PATRATU STPP 3x800 MW PH-1.																																										
6	PREMIUM (EXCLUDING GST) : RS. 19,82,25,897/-																																										
7	SUM INSURED – SCE COVER : 13020.61 CRORES (INCLUSIVE OF CIVIL WORK : 1794.80 CRORES AND MANDATORY SPARES : RS. 297 CRORES)																																										
8	<p>ADD ON COVERS :</p> <table border="1"> <thead> <tr> <th>SL.NO</th> <th>NAME OF THE COVER</th> <th>SUM INSURED</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>ESCALATION</td> <td>10.% of Policy Sum Insured</td> </tr> <tr> <td>2</td> <td>THIRD PARTY LIABILITY</td> <td>AOA:AOY 10 CRORES</td> </tr> <tr> <td>3</td> <td>SURROUNDING PROPERTY WITH FLEXA</td> <td>10% OF POLICY SUM INSURED</td> </tr> <tr> <td>4</td> <td>EARTHQUAKE</td> <td>13020.61 CRORES</td> </tr> <tr> <td>5</td> <td>FRAGILE ITEMS</td> <td>UPTO 2 CRORES.</td> </tr> <tr> <td>6</td> <td>ADDITIONAL CUSTOM DUTY</td> <td>UPTO 10 CRORES</td> </tr> <tr> <td>7</td> <td>50:50 CLAUSE</td> <td>YES</td> </tr> <tr> <td>8</td> <td>72 HOURS CLAUSE</td> <td>YES</td> </tr> <tr> <td>9</td> <td>AUTOMATIC RE-INSTATEMENT CLAUSE</td> <td>10% OF SUM INSURED</td> </tr> <tr> <td>10</td> <td>LOSS MINIMISATION EXPENSES</td> <td>YES</td> </tr> <tr> <td>11</td> <td>PROFESSIONAL FEES</td> <td>YES</td> </tr> <tr> <td>12</td> <td>CROSS LIABILITY COVER</td> <td>YES UPTO 10 CRORES</td> </tr> <tr> <td>13</td> <td>WAIVER OF CONTRIBUTION CLAUSE</td> <td>YES</td> </tr> </tbody> </table>	SL.NO	NAME OF THE COVER	SUM INSURED	1	ESCALATION	10.% of Policy Sum Insured	2	THIRD PARTY LIABILITY	AOA:AOY 10 CRORES	3	SURROUNDING PROPERTY WITH FLEXA	10% OF POLICY SUM INSURED	4	EARTHQUAKE	13020.61 CRORES	5	FRAGILE ITEMS	UPTO 2 CRORES.	6	ADDITIONAL CUSTOM DUTY	UPTO 10 CRORES	7	50:50 CLAUSE	YES	8	72 HOURS CLAUSE	YES	9	AUTOMATIC RE-INSTATEMENT CLAUSE	10% OF SUM INSURED	10	LOSS MINIMISATION EXPENSES	YES	11	PROFESSIONAL FEES	YES	12	CROSS LIABILITY COVER	YES UPTO 10 CRORES	13	WAIVER OF CONTRIBUTION CLAUSE	YES
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14	DAMAGE DUE TO FALLING OBJECTS	YES
15	COST OF REPRODUCING/RE-ACQUIRING INFORMATION	UPTO 20 LACS
16	AMENDMENT IN FIRE-FIGHTING ENDORSEMENT WORDINGS	YES
17	DEBRIS REMOVAL	UPTO 50 LAKHS
18	EXPEDITING COST INCLUDING HOLIDAY OVERTIME, AIR FREIGHT, EXPRESS FREIGHT	UPTO 30% OF NET CLAIM AMOUNT
19	WAIVER OF SUBROGATION CLAUSE	YES
20	PROPERTY BELONGING TO OR HELD IN THE CARE, CUSTODY OR CONTROL OF THE INSURED	UPTO RS.50 CRORES
21	OFF-SITE STORAGE	UPTO RS. 50 CRORES
22	INLAND TRANSIT TO COVER MOVEMENT/TRANSIT BETWEEN ONE PART OF SITE AND OTHER PART OF SITE INCLUDING MOVEMENT FROM / TO OFF-SITE STORAGE SPANNING OVER PUBLIC ROAD IN BETWEEN	UPTO RS.50 CRORES
23	CIVIL ENGINEERING WORKS – TO COVER THE RISK OF LOSS OR DAMAGE TO THE PROPERTY BROUGHT ON THE SITE FOR THE PERFORMANCE OF CONTRACT AS FOLLOWS (i) ALL PERMANENT CIVIL ENGINEERING WORKS SUCH AS BUILDINGS, FOUNDATIONS, EARTHWORK INCLUDING MATERIALS FOR THE CONSTRUCTION THEREON (ii) ALL TEMPORARY CIVIL WORKS SUCH AS BUILDINGS, SHEDS	YES
24	STFI	13020.61 CRORES
25	EXTENDED MAINTENANCE COVER	12 MONTHS



09

DEDUCTIBLES:

For Storage /Erection and Testing Cover: 5% of the claim amount subject to minimum as below

Thermal Projects	Type of Items	Normal Period	Testing Period
Projects having EAR Sum Insured above Rs. 2500 Cr.	Major Items	15.00 Lakhs	60.00 Lakhs
	Other Items	2.25 Lakhs	6.00 Lakhs

NOTE:Boiler, Turbine,Generator & Power Transformer will only be treated as Major items.All other items including accessories/spares of boiler, Turbine,Generator, & Power Transformers will be treated as other items for the purpose of above said deductibles.

AOG perils: 10% of the claim amount subject to a maximum of Rs. 5 Crs. Per event and minimum of Testing period excess as above table respectively for Major / other items.

Fire & Explosion excess: 20% of claim amount subject to minimum of testing period excess.

Extended Maintenance Cover/Defect Liability Cover: As applicable for Testing Period.



	<p>Third party liability:</p> <p>(i) The Policy Excesses (Normal/Testing Periods) as per Clause 8.2.A shall apply for Third Party Liability Property Damage Claims also.</p> <p>(ii) For Third Party Liability claims arising out of Acts of God Perils, the Excess applicable to AOG claims as per Clause 8.2.A shall apply.</p>
10	<p>Co INSURANCE: THE ORIENTAL INSURANCE COMPANY LTD. : 90%</p> <p>THE NATIONAL INSURANCE COMPANY LTD. : 10%</p>
11	<p>CLAIMS PAYABLE AT- THE ORIENTAL INSURANCE COMPANY LIMITED D.O. 16, N-34, BOMBAY LIFE BLDG, CONNAUGHT PLACE, NEW DELHI 110 001</p>
12	<p>CLAIMS SETTLING OFFICE- THE ORIENTAL INSURANCE COMPANY LIMITED D.O. 16, N-34, BOMBAY LIFE BLDG, CONNAUGHT PLACE, NEW DELHI 110 001</p> <p>EMAIL IDS: 1. CMKOTNALA@ORIENTALINSURANCE.CO.IN 2. MANJU.GAUHAR@ORIENTALINSURANCE.CO.IN 3. AJIT_SINGH@ORIENTALINSURANCE.CO.IN</p>
13	<p>POLICY ISSUING OFFICE- THE ORIENTAL INSURANCE COMPANY LIMITED D.O. 16, N-34, BOMBAY LIFE BLDG, CONNAUGHT PLACE, NEW DELHI 110 001</p>

*The respective Endorsements/wordings are attached to and form part of the Policy

The following form part of this Policy of insurance

1. CPIM POLICY (TERMS & CONDITIONS)
2. TERMS AND CONDITIONS OF TENDER NO: BHEL.CO.FIN.INS.CPIM.THERMAL 2017 DATED 10.02.2017 WILL PREVAIL UPON IN CASE OF CONFLICT IN TERMS AND CONDITIONS.
3. BHEL'S DEVIATION LETTER REF. NO-AA.FIN.INS.CPIM.2017 DATED 21.03.2017.

Place : NEW DELHI

Dated: 31.10.2018

For The Oriental Insurance Company Limited

AUTHORISED SIGNATORY



PREMIUM SCHEDULE

BHEL PATRATU (JHARKHAND) PROJECT - 3x800 MW PUVNL PATRATU STPP, PHASE-I (EPC)

MARINE-CUM-STORAGE-CUM-ERECTION INSURANCE POLICY

56 MONTHS INCLUDING 3 MONTHS TESTING

Inst. No.	DUE DATE	EAR			MARINE			TERRORISM			GRAND TOTAL
		PREMIUM	GST	TOTAL	PREMIUM	GST	TOTAL	PREMIUM	GST	TOTAL	
1	05/09/2018	20988624	3777952	24766577	276720	49810	326529	0	0	0	25093106
2	05/12/2018	11077330	1993919	13071249	146046	26288	172335				13243584
3	05/03/2019	11077330	1993919	13071249	146046	26288	172335				13243584
4	05/06/2019	11077330	1993919	13071249	146046	26288	172335				13243584
5	05/09/2019	11077330	1993919	13071249	146046	26288	172335				13243584
6	05/12/2019	11077330	1993919	13071249	146046	26288	172335				13243584
7	05/03/2020	11077330	1993919	13071249	146046	26288	172335				13243584
8	05/06/2020	11077330	1993919	13071249	146046	26288	172335				13243584
9	05/09/2020	11077330	1993919	13071249	146046	26288	172335				13243584
10	05/12/2020	11077330	1993919	13071249	146046	26288	172335				13243584
11	05/03/2021	11077330	1993919	13071249	146046	26288	172335				13243584
12	05/06/2021	11077330	1993919	13071249	146046	26288	172335				13243584
13	05/09/2021	11077330	1993919	13071249	146046	26288	172335				13243584
14	05/12/2021	11077330	1993919	13071249	146046	26288	172335				13243584
15	05/03/2022	11077330	1993919	13071249	146046	26288	172335				13243584
16	05/06/2022	11077330	1993919	13071249	146046	26288	172335				13243584
17	05/09/2022	11077330	1993919	13071249	146046	26288	172335				13243584
		198225897	35680661	233906558	2613462	470423	3083885	0	0	0	236990444





GUIDELINES FOR REVERSE AUCTION - 2024

(AA:SSP:RA:00 dated 05.12.2024)

ABRIDGED VERSION

BHEL, New Delhi

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

1.0 Scope

This document describes the guidelines to be followed by BHEL for conducting Reverse Auction (RA) for procurement of material/ works/ services. The RA shall follow the philosophy of English Reverse (No ties).

English Reverse (No ties) is a type of auction where the starting price and bid decrement are announced before start of online reverse auction. The interested bidders can thereupon start bidding in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within a given time frame. The bidding is with reference to the current lowest bid in the reverse auction. All bidders will see the current lowest quoted price and their rank. The term 'No ties' is used since more than one bidder cannot give an identical price, at a given instant, during the reverse auction. In other words, there shall never be a tie in the bids.

3.0 Upfront declaration in NIT

Decision to go for RA would be taken before floating of the tender. In case it is decided to go for RA, same shall be declared upfront in NIT by inserting the following **clause**:

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed price bid along with applicable loading, if any, shall be considered for ranking."

6.0 Business rules for RA

Model Annexure-I is attached.

7.0 Role of Service Provider

- (1) Acknowledge the receipt of mandate from BHEL.
- (2) Contact the bidders, provide business rules and train them, as required.
- (3) Get the process compliance form (annexure III) signed by all the

Guidelines for Reverse Auction – 2024

Doc. No. AA:SSP:RA:00
Dated: 05.12.2024

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- participating bidders before RA event.
 - (4) Conduct the event as per the contract and business rules.
 - (5) Submit the Login Reports, Results, History sheet and authorized final bid from the bidders.
 - (6) To obtain price breakup from successful bidder and submit the same to BHEL.

10.0 Reverse Auction Process

- 10.1. Reverse Auction will be conducted if two or more bidders are techno-commercially qualified.
- 10.2. Wherever RA is opted in a tender, the techno-commercially qualified H1 will not be allowed to participate in RA. In case more than one H1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.
- 10.3. However, H1 will be allowed to participate in RA in the following cases:
 - a) If number of techno-commercially qualified bidders are only 2 or 3.
 - b) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H1.
 - c) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE lowest bidder.
 - d) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII lowest bidder.
- 10.4. Only those bidders who submit the online sealed bid within the scheduled time shall be eligible to participate further in the RA process.
- 10.7. During RA, all bidders will see their rank and current L1 price on the screen. Once the RA is done, the ranking status would be based on the last quoted price of the bidder(s) irrespective of the quote received in RA or sealed price bid.

Guidelines for Reverse Auction – 2024

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10.8 No bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.

13.0 Others

13.2 In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) is to be treated as sealed price bid.

13.3 BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding.

13.4 Bidders will be advised to read the 'Business Rules' indicating details of RA event carefully, before reverse auction event.

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ABRIDGED VERSION

Guidelines for Reverse Auction – 2024

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Dated: 05.12.2024

Business Rules for Reverse Auction

Annexure – I

This has reference to tender no **{tender number....date...}**. BHEL shall finalise the Rates for the supply of **{item name}** through Reverse Auction mode. BHEL has made arrangement with M/s. **{Service provider}**, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {...} dated {...}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Procedure of Reverse Auctioning

- i. Price bids of all techno-commercially qualified bidders shall be opened.
- ii. **Reverse Auction:** The 'bid decrement' will be decided by BHEL.
- iii. The lowest bidder in sealed price bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process. However, no bidder shall be allowed to lower its bid below the current L1 by more than 5 decrements at one go.
- v. After the completion of the reverse auction, the Closing Price shall be available for further processing.
- vi. Wherever the evaluation is done on total cost basis, after Reverse Auction, prices of individual line items shall be reduced on pro-rata basis.

2. Schedule for reverse auction: The Reverse Auction is tentatively scheduled on **{date}**: **{start time}**: **{Close Time}**: **}**.

3. Auction extension time: If a bidder places a bid in the last {...} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {...} minutes,

Guidelines for Reverse Auction – 2024

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Business Rules for Reverse Auction

Annexure – I

for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {...} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {...} minutes. In case, there is no bid in the last {...} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction.

Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Reverse Auction.

4. **Bid price:** The Bidder has to quote the {...} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, taxes, duties, freight and insurance as specified in tender document, including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).
5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...}

In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

6. **Validity of bids:** Price shall be valid for {... days} from the date of reverse auction. These shall not be subjected to any change whatsoever.

Guidelines for Reverse Auction – 2024

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Business Rules for Reverse Auction

Annexure – I

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7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Reverse Auction will be considered as the bidder's final offer to execute the work.
 8. Unique user IDs shall be used by bidders during bidding process. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
 9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
 10. Any commercial/ technical loading shall be separately intimated to respective bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
 11. Reverse auction shall be conducted by BHEL (through M/s {Service Provider}), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

In order to ward-off contingent situation of connectivity failure bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {Service provider} is responsible for such eventualities.

Guidelines for Reverse Auction – 2024

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Business Rules for Reverse Auction

Annexure – I

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- 12.** Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

- 13.** Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc from M/s {Service provider}.
- 14.** M/s. {Service provider}, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. {Service provider}, shall also explain the bidders, all the business rules related to the
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Guidelines for Reverse Auction – 2024

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Business Rules for Reverse Auction

Annexure – I

Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure – VI) for price breakup, quoted during the Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. {Service provider} besides BHEL within two working days of Auction without fail.
16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
17. Bidders' bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. {...} dt. {...}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).
18. Bidders shall be able to view the following on their screen along with the necessary fields during Reverse Auction:
 - a. Leading (Running Lowest) Bid in the Auction (only total price of package)
 - b. Bid Placed by the bidder
 - c. Start Price
 - d. Decrement value
 - e. Rank of their own bid during bidding as well as at the close of auction.
19. BHEL's decision on award of contract shall be final and binding on all the Bidders.
20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with

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Business Rules for Reverse Auction

Annexure – I

intimation to bidders.

21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. {Service provider}, the terms & conditions given in this business document will supersede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.